

EXHIBIT A

Exhibit C

AOL ADVERTISING INSERTION ORDER

Contract #
 AOL Salesperson:
 Sales Coordinator:
 Sales Planner:
 Date:
 Credit Approval Received:

Jay Rappaport
9/29/00



Advertiser		Advertising Agency
Contact Person		
Company Name	VERITAS Software Corporation	
Address - Line 1		
Address - Line 2		
Phone #		
Fax #		
Email		
SIC Code		
Advertiser IAB Category		
Description of Advertiser's Product/Service	Software/Technology Services	

Billing Information		
Send Invoices to (choose one):	Advertiser	Agency
Advertiser or Agency Billing Contact Person	Same as above:	
Company Name		
Billing Address - Line 1		
Billing Address - Line 2		
Billing Phone #		
Billing Fax #		
Billing Email Address		
P.O. #, if applicable		

Billing Schedule (select one):

- ☐ If total payment due is less than or equal to \$5,000 and the advertiser is new to AOL, payment is due upon signing* and must be received by AOL prior to ad flight.
- ☐ If total payment due is greater than \$5,000, an advertiser new to AOL must have a favorable D&B credit rating (as determined by AOL). If the new advertiser does not receive a favorable credit rating or no D&B credit rating is available, payment is due* in advance of display start date.
- ☒ The full \$20M will be wired to AOL within 30 days of execution.

* Payment Information If payment is due to AOL upon signing or prior to display start date (select one):

- ☒ To wire funds: Payment due is greater than or equal to \$100,000, please wire funds to: Acct Title: America Online, Inc., ABA: 021000021, Acct #: 323070752, The Chase Manhattan Bank, 1 Chase Manhattan Bank, New York, NY 10081.
- ☐ To mail checks: Payment due is less than \$100,000, please mail checks to: America Online, Inc., Attn: Accounts Receivable, General Post Office, P.O. Box 5696, New York, NY 10087-5696.
- ☐ To overnight checks: Send payment to- Chase Manhattan Bank, 55 Water Street, Lockbox dept. Room #413, New York, NY 10041, Lockbox #5696

All amounts not paid when due and payable will bear interest from the due date at the prime rate in effect at such time. In the event of nonpayment, AOL reserves the right to immediately terminate this Insertion Order Agreement with written notice to Advertiser.

Inventory Type:	<input type="checkbox"/> AOL Service	<input type="checkbox"/> AOL.COM/Netfind
<input type="checkbox"/> Compuserve	<input type="checkbox"/> Netscape	<input type="checkbox"/> ICQ
<input type="checkbox"/> AOL Search	<input type="checkbox"/> Moviefone	

EXHIBIT A

[illegible]

Advertising Purchase Summary			
	Total Price	Total Impressions	CPM
Cross Brand	\$20,000,000.00	TBD	Rate Card
AOL.com	\$0.00	-	\$0.00
CompuServe	\$0.00	-	\$0.00
Netscape	\$0.00	-	\$0.00
ICQ	\$0.00	-	\$0.00
Moviefone	\$0.00	-	\$0.00
AOL Service	\$0.00	-	\$0.00
Total Purchase Price	\$0.00	-	
<Less Agency Discount>			

Net Purchase Price	Total Guaranteed Impressions	CPM
\$20,000,000.00	TBD	Rate Card

In the event guaranteed impressions are reached prior to the Display Stop Date, AOL may, at its option, discontinue display at such earlier time. Any guarantees are to impressions (as measured by AOL in accordance with its standard methodologies and protocols), not "click-throughs." To the extent that there is a shortfall in impressions as of the end of the specified display period, AOL will provide, as Advertiser's sole remedy, "make good" impressions through comparable placements. To the extent impressions commitments are identified without regard to specific placements, such placements will be determined solely by AOL during the course of the display period. AOL reserves the right to alter Advertiser flight dates to accommodate trafficking needs or other operational needs. In such cases, AOL will make available to Advertiser reasonably equivalent flight(s).

Standard Terms and Conditions

This Insertion Order incorporates by reference AOL's standard advertising terms and conditions (the "Standard Terms"), including terms related to advertising material, payment modifications, cancellation rights, usage data, limitations of liability, disclaimers, indemnifications, use of AOL member information and miscellaneous legal terms. Among other things, the Standard Terms provide AOL the right to cancel this Insertion Order Agreement on thirty days notice to Advertiser (or upon such shorter notice as may be designated by AOL in the event that AOL believes that further display of the Advertisement will expose AOL to liability or other adverse consequences), in which case Advertiser shall only be responsible for the pro-rata portion of payments attributable to the period preceding such termination. The Standard Terms appear at keyword "Standard Ad Terms 5" on the U.S.-based America Online brand service and at <http://mediaspace.aol.com/adterms5.html>. Advertiser acknowledges that it has been provided an opportunity to review the Standard Terms and agrees to be bound by them.

AUTHORIZED SIGNATURES

In order to bind the parties to this Insertion Order Agreement, their duly authorized representatives have signed their names below on the dates indicated. This Agreement (including the Standard Terms incorporated by reference) shall be binding on both parties when signed on behalf of each party and delivered to the other party (which delivery may be accomplished by facsimile transmission of the signature pages hereto).

America Online Inc.

By: _____

(signature)

Print Name: JAY RAPPAPOORT

Title: SENIOR VICE PRESIDENT
(Print or Type)

Date: SEPT 29, 2000

Advertiser

By: _____

(signature)

Print Name: PAUL SALLABERRY

Title: EXECUTIVE VICE PRESIDENT
(Print or Type)

Date: SEPT 29, 2000

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AOL Family of Brands
America Online
Netscape
CompuServe
AOL.COM
Digital City
MovieFone
ICQ
Spinner
WinAmp

Multibrand Opportunities
Search 2000
Shop@
Partner Ad Sales
AOL Affiliate Program
International

An Specs & Policies

Terms & Conditions

AOL Advertising Standard Terms and Conditions (v.5)

AOL Advertising Standard Terms and Conditions (v.5)

1. Display of Advertising Material. Advertiser acknowledges that the sole obligation of America Online, Inc. and its affiliates, including, without limitation, Netscape Communications Corporation, Inc., CompuServe Interactive Services, Inc., Digital City, Inc., ICQ, Inc. and MovieFone, Inc. (collectively "AOL") is to display an advertisement (the "Advertisement") from Advertiser which conforms to the specifications set forth in the Insertion Order which has been executed by AOL, and Advertiser (collectively with these Standard Terms and Conditions, the "Insertion Order") through the Designated Service(s). The "Designated Service(s)" shall mean the standard version of any AOL owned or operated property which is expressly identified in this Insertion Order as a location where the Advertisement will be displayed. The Designated Service(s), along with any other product or service owned, operated, distributed or authorized to be distributed by or through AOL, or its affiliates worldwide, are herein referred to as the "AOL Network." Subject to Advertiser's reasonable approval, AOL shall have the right to fulfill its promotional commitments with respect to the Advertisements by providing Advertiser with comparable placements of the Advertisements in alternative areas of the AOL Network. Except as expressly provided in the Insertion Order, the specific nature and positioning of the Advertisement will be as determined by AOL in its reasonable editorial discretion. AOL reserves the right to redesign or modify the organization, structure, "look and feel" and other elements of the AOL Network at its sole discretion at any time without prior notice. In the event such modifications will materially and adversely affect the placement of the Advertisement, AOL will work with Advertiser to display the Advertisement in a comparable location and manner that is reasonably satisfactory to Advertiser. If AOL and Advertiser cannot identify a substitute placement that is reasonably satisfactory to Advertiser, Advertiser shall have the right to cancel this Insertion Order, upon thirty (30) days advance written notice to AOL. In such case, Advertiser will only be responsible for the pro-rata portion of payments attributable to the period from the commencement of the Insertion Order through the effectiveness of such cancellation (the "Pro Rata Payments"). Advertiser may not resell, trade, exchange, barter or broker to any third-party any advertising space which is the subject of this Insertion Order. AOL may alter or shorten the flight dates set forth in the Insertion Order if advertising materials required per the Insertion Order are not provided in a timely manner, and Advertiser shall not be entitled to any refund or proration for delays caused by Advertiser's failure to deliver such materials.

2. License. Advertiser agrees that AOL has the right to market, display, reproduce, distribute, perform, transmit and promote the Advertisement together with any content or materials on any interactive site linked to the Advertisement (the "Advertiser Content") through the AOL Network.

3. Advertiser Content. The Advertiser Content shall link only to the URL specified in the Insertion Order and shall not offer or promote any products and/or services other than those expressly provided for in the Insertion Order. Additionally, Advertiser shall consistently update the Advertiser Content and shall review, delete, edit, create, update and otherwise manage such content in accordance with the terms of this Insertion Order. The Advertiser Content shall not disparage AOL, or promote any product or service which is reasonably competitive with the AOL Network (or any portion thereof) or one or more of the principal products or services offered through the AOL Network ("Competitive Products"). The Advertiser Content shall comply with AOL's privacy policies, terms of service, generally applicable advertising standards and practices, and all other standard, written policies for the applicable Designated Service(s), as such may be modified by AOL from time to time. Advertiser hereby represents and warrants that (a) it possesses all authorizations, approvals, consents, licenses, permits, certificates or other rights and permissions necessary to offer, sell or license the products and services offered, sold or licensed by or through the Advertisement or the Advertiser Content, and (b) neither the Advertisement or Advertiser Content will violate any applicable law, regulation or third party right (including, without limitation, any copyright, trademark, patent or other proprietary right). Advertiser also warrants that a reasonable basis exists for all product or service performance or comparison claims appearing through the Advertiser Content. In no event shall the Advertisement or the linked area state or imply that (i) the Advertisement was placed by AOL or (ii) that AOL endorses Advertiser's products or services. To the extent AOL notifies Advertiser of reasonable complaints or concerns (e.g., from a user of the AOL Network (an "AOL User")) regarding the Advertiser Content or any other content or materials linked thereto or associated therewith ("Objectionable Content"), Advertiser shall, to the extent such Objectionable Content is within Advertiser's control, use commercially reasonable efforts to respond in good faith to such complaints or concerns. Advertiser shall take all steps necessary to ensure that any contest, sweepstakes or similar promotion conducted or promoted through the Advertiser Content complies with all applicable federal, state and local laws and regulations.

4. Operations. Advertiser shall ensure that the Advertisement and the Advertiser Content are in compliance with AOL's then-current, generally applicable technical standards for the Designated Service(s). In the event that the Advertisement or the Advertiser Content (or any portion thereof) fails to comply with AOL's generally applicable technical standards for the Designated Service, AOL shall have the right to cease or decrease the placement of the Advertisements, and if Advertiser is unable to cure such non-compliance within five business days after notice from AOL, AOL shall have the right to terminate this Insertion Order. Additionally, AOL will be entitled to discontinue the Advertisement(s) to the extent such Advertisements or the Advertiser Content will, in AOL's good faith judgment, adversely affect the operations of the AOL Network.

5. Production Work. Unless expressly provided for elsewhere in this Insertion Order, AOL shall have no obligation to provide any creative, design, technical or production services to Advertiser ("Services"). Delivery by AOL, of any such Services shall be subject to (i) AOL's availability to perform the requested work, (ii) execution by both parties of a separate work order specifically outlining the Services to be provided and the fees to be paid by Advertiser for such Services and (iii)

Aren't you curious?

Aren't you curious?

keyword: mediaspace

mediaspace 2000

payment in advance by Advertiser of such fees.

6. **Customer Service; Taxes.** Advertiser shall bear full responsibility for all customer service, including without limitation, order processing, billing, fulfillment, shipment, collection, returns and chargebacks, and other customer support associated with any products or services offered, sold or licensed through the Advertisement or the Advertiser Content, and AOL will have no obligations whatsoever with respect thereto. Advertiser will collect and pay and indemnify and hold AOL harmless from, any sales, use, excise, import or export, value added or similar tax or duty arising from or related to the Advertisement and/or the Advertiser Content, including any penalties and interest, as well as any costs associated with the collection or withholding thereof, including attorneys' fees.

7. **Search Terms; Keywords; Navigation.** To the extent Advertiser is purchasing an Advertisement related to a "search" term, Advertiser represents and warrants that Advertiser has the legal rights necessary to utilize such search term in connection with the Advertisement. Any "keyword" terms for navigation from within the proprietary America Online brand service or "go word" terms for navigation from within the proprietary CompuServe brand service ("AOL Keyword Terms") (as contrasted to "search" terms) which may be made available to Advertiser shall be (i) subject to availability and (ii) limited to the combination of the "keyword" or "go word" modifier combined with a registered trademark of Advertiser. AOL reserves the right to revoke at any time Advertiser's use of any AOL Keyword Terms which do not incorporate registered trademarks of Advertiser. Advertiser acknowledges that its utilization of any AOL Keyword Term will not create in it, nor will it represent it has, any right, title or interest in or to such AOL Keyword Term, other than the right, title and interest Advertiser holds in Advertiser's registered trademark independent of the AOL Keyword Term. Advertiser shall ensure that navigation back to the AOL Network from any Advertiser site, whether through a particular pointer or link, the "back" button on an Internet browser, the closing of an active window, or any other return mechanism, shall not be interrupted by Advertiser through the use of any intermediate screen or other device not specifically requested by the user, including without limitation through the use of any html pop-up window or any other similar device.

8. **Payment; Cancellation.** Advertiser agrees to pay AOL for all advertising displayed in accordance with the agreed upon amounts and billing schedule shown on this Insertion Order. Advertising packages are nonrefundable or prorateable except to the extent otherwise expressly contemplated hereunder. Should AOL fail to display the Advertisements in accordance with the Insertion Order due to Advertiser's failure to comply with any requirement of this Insertion Order, Advertiser will remain liable for the full amount indicated on the Insertion Order. AOL reserves the right to cancel and remove at any time any Advertisement for any reason upon thirty (30) days advance written notice to Advertiser (or upon such shorter notice as may be designated by AOL in the event that AOL believes in good faith that further display of the Advertisement will expose AOL to liability or other adverse consequences). In the event of such a cancellation, Advertiser will only be responsible for the Pro-Rata Payments.

9. **Usage Data.** AOL shall provide Advertiser with usage information related to the Advertisement in substance and form determined by AOL, consistent with its then-standard reporting practices. Advertiser may not distribute or disclose usage information to any third party without AOL's prior written consent.

10. **Limitation of Liability; Disclaimer; Indemnification.** (A) SUBJECT TO SECTION 6 ABOVE AND SUBSECTION (B)(C) BELOW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE RELATIONSHIP PROVIDED FOR HEREIN. AOL SHALL NOT IN ANY EVENT BE LIABLE TO ADVERTISER UNDER THIS INSERTION ORDER FOR MORE THAN THE AMOUNT TO BE PAID BY ADVERTISER DURING THE YEAR IN WHICH THE LIABILITY ACCRUES. (B) AOL MAKES NO AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE AOL NETWORK OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. AOL SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING (i) THE NUMBER OF PERSONS WHO WILL ACCESS THE ADVERTISER CONTENT OR "CLICK-THROUGH" THE ADVERTISEMENTS, (ii) ANY BENEFIT ADVERTISER MIGHT OBTAIN FROM INCLUDING THE ADVERTISEMENT WITHIN THE AOL NETWORK AND (iii) THE FUNCTIONALITY, PERFORMANCE OR OPERATION OF THE AOL NETWORK WITH RESPECT TO THE ADVERTISEMENTS. (C) Advertiser hereby agrees to indemnify, defend and hold harmless AOL and the officers, directors, agents, affiliates, distributors, franchisees and employees of AOL from and against all claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings: (a) for libel, defamation, violation of right of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Advertisements or Advertiser Content; (b) arising out of any material breach by Advertiser of any duty, representation or warranty under this Insertion Order; or (c) relating to any contaminated file, virus, worm or Trojan horse originating from the Advertisements or Advertiser Content. AOL shall notify Advertiser of any claim, action or demand (an "Action") for which indemnity is claimed. Advertiser's counsel defending such Action shall be subject to AOL's prior written approval. AOL reserves the right to participate fully in and assume joint control of the defense of any Action. Settlement of any Action shall be subject to AOL's prior written approval. This section shall survive the completion, expiration, termination or cancellation of this Insertion Order.

11. **Solicitation.** (a) Advertiser shall not send unsolicited, commercial e-mail or other online communication (i.e., "spam") through or into the AOL Network, absent a prior business relationship with the recipient, and shall comply with any other standard AOL policies and limitations relating to distribution of bulk e-mail solicitations or communications through or into AOL's products or services (including, without limitation, the requirement that Advertiser provide a prominent and easy means for the recipient to "opt-out" of receiving any future commercial e-mail communications from Advertiser). (b) Advertiser shall ensure that its collection, use and disclosure of information obtained from AOL Users under this Insertion Order ("User Information") complies with (i) all applicable laws and regulations and (ii) the then-current privacy policy(ies) of the applicable Designated Service(s) (or, in the case of Advertiser's site, Advertiser's standard privacy policies so long as such policies are prominently published on the site and provide adequate notice, disclosure and choice to users regarding Advertiser's collection, use and disclosure of user information). (c) Each request for information from an AOL User ("Information Request") shall clearly and conspicuously specify to the AOL Users at issue the purpose for which the information collected by Advertiser will be used (the "Specified Purpose"). Advertiser shall limit use of the User Information collected through an Information Request to the Specified Purpose. In the case of AOL Users who purchase products or services from Advertiser, Advertiser will be entitled to incorporate such members into Advertiser's aggregate lists of customers; provided that Advertiser shall in no way: (i) disclose User Information in a manner that identifies AOL Users as end-users of an AOL product or service, provided that inclusion of AOL User email addresses as part of an aggregate list shall not be deemed a breach of this provision, or in any other manner that could reasonably be expected to facilitate use of such information by or on behalf of a Competitive Product; or (ii) otherwise use such User Information in connection with

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marketing, promotion, or distribution of a Competitive Product. (d) Advertiser shall not use any User Information collected (whether or not collected through an Information Request), the Advertisement, the Advertiser Content, or any other aspect of AOL's products or services to promote, or solicit customers on behalf of, a Competitive Product. This section shall survive the completion, expiration, termination or cancellation of this Insertion Order.

12. **Press Releases.** Advertiser shall not issue any press releases or public statements concerning the existence or terms of this Insertion Order without the prior written approval of AOL. The failure of advertiser to obtain the prior written approval of AOL shall be deemed a material breach of this Insertion Order. Because it would be difficult to precisely ascertain the extent of the injury caused to AOL in the event of such a material breach, (i) AOL may terminate this Insertion Order immediately following written notice to Advertiser without regard to any cure periods set forth herein; or (ii) as liquidated damages, AOL shall be entitled to reduce the overall impressions delivered by up to fifteen (15%) percent of the total impressions set forth on this Insertion Order. The parties agree that the liquidated damages set forth are a reasonable approximation of the injury that would be suffered by AOL.

13. **Confidentiality.** AOL and Advertiser each agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, during the term of this Insertion Order, and for a period of three years following expiration or termination of this Insertion Order, to prevent the duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such Party's obligations hereunder, which employees or agents are subject to strict confidentiality obligations. Notwithstanding the foregoing, either party may disclose Confidential Information without the consent of the other party, to the extent such disclosure is required by law, rule, regulation or government or court order. In such event, the disclosing party will provide at least five (5) business days prior written notice of such proposed disclosure to the other Party and submit a request to such governing body that such portions and other provisions of this Insertion Order receive confidential treatment to the fullest extent permitted under applicable laws, rules and regulations. "Confidential information" shall mean any information relating to or disclosed in the course of this Insertion Order, which is or should be reasonably understood to be confidential or proprietary to the disclosing Party, including, but not limited to, the material terms of this Insertion Order and information about AOL Users. "Confidential Information" shall not include information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. Upon the expiration or termination of this Insertion Order, each Party will, upon the written request of the other Party, return or destroy (at the option of the Party receiving the request) all Confidential Information specified by the other Party.

14. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (i) such Party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; and (ii) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

15. **Miscellaneous.** The parties to this Insertion Order are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Insertion Order or to exercise any right under this Insertion Order shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance. Except where otherwise specified herein, the rights and remedies granted to a party under this Insertion Order are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity. Neither Party will be liable for, or be considered in breach of or default under this Insertion Order on account of any delay or failure to perform as required by this Insertion Order as a result of any causes or conditions which are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence. Advertiser shall not use, display or modify AOL's trademarks in any manner absent AOL's express prior written approval. Either party may terminate this Insertion Order at any time with written notice to the other party in the event of a material breach of this Insertion Order by the other party, which remains uncured after thirty (30) days written notice thereof; provided that the cure period in connection with Advertiser's failure to make any payment to AOL required in the Insertion Order shall be ten (10) days rather than thirty days. AOL may terminate this Insertion Order immediately following written notice to Advertiser if Advertiser (1) ceases to do business in the normal course, (2) becomes or is declared insolvent or bankrupt, (3) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days or (4) makes an assignment for the benefit of creditors. Additionally, in the event of a change of control of Advertiser, AOL may terminate this Insertion Order upon thirty (30) days prior written notice to Advertiser. This Insertion Order sets forth the entire agreement between Advertiser and AOL, and supersedes any and all prior agreements of AOL or Advertiser with respect to the transactions set forth herein. No change, amendment or modification of any provision of this Insertion Order shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment. Advertiser shall not assign this Insertion Order or any right, interest or benefit under this Insertion Order without the prior written consent of AOL. Assignment of the Insertion Order by any successor to Advertiser (including, without limitation, by way of merger or consolidation) shall be subject to AOL's prior written approval. Subject to the foregoing, this Insertion Order shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. In the event that any provision of this Insertion Order is held invalid by a court with jurisdiction over the Parties to this Insertion Order, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law and (ii) the remaining terms, provisions, covenants and restrictions of this Insertion Order shall remain in full force and effect. This Insertion Order may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Insertion Order shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Virginia, except for its conflicts of laws principles. Advertiser hereby irrevocably consents to the exclusive jurisdiction of the courts of the Commonwealth of Virginia and the federal courts situated in the Commonwealth of Virginia in connection with any action arising under this Insertion Order. Any notice or other communication under this Insertion Order will be given in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile or in person to the Party to whom the same is directed, (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Each Party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by any other Party for the implementation or continuing performance of this Insertion Order.

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